

RFP # 19-19
Design Services for the Mill Road at Mt. Carmel Road Intersection Improvements
Opening: 3:00 PM, December 13, 2018

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SECTION I - GENERAL OVERVIEW

A. BACKGROUND

The Henry County Board of Commissioners is requesting non-cost technical proposals from qualified consultants to design the intersection improvements for Mill Road at Mt. Carmel Road. This project is funded by Henry County SPLOST.

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposals Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

**Henry County Purchasing Department
140 Henry Parkway
McDonough, Georgia 30253
RFP # 19-19**

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- e. The Submittal Checklist must be reviewed and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - **One (1) unbound clearly marked "Original," of the proposal documents**
 - **Six (6) bound complete copies (not to exceed a 1/2" capacity ring binder) identical to the original proposal documents, and**
 - **One (1) electronic version in PDF format on CD/DVD or USB flash drive identical to the original proposal documents.** The CD/DVD or USB flash drive should be labeled with the RFP number and proposer's name.
 - **If required – One (1) original "Cost Proposal." *The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."***
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from

obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.

- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to County Concerning Proposal

- a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the County’s website: henrycounty-ga.com/purchasing** **All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.**
- b. The successful firm’s proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a Henry County contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Department

between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing Department – henrycountyrfp@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. **Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

5. **Rejection and Withdrawal of Proposals**

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period.
- b. The County will make a recommendation of the proposal to the Board of Commissioners within 60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.
- c. The County may reject all or part of the proposal within 60 days of proposal opening.

6. **Proposal and Contract Documents**

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.
Corporation: If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation’s trade name. In addition, the proposal must be signed by an officer of the corporation.
Partnership: If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.
Limited Liability Company (LLC): If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.
Sole Proprietorship or Individual: If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.
- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

7. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

8. Alterations of Solicitation and Associated Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFP to the Henry County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

10. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

11. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

12. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

13. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

14. Non-collusion

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

15. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

16. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

17. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Henry County and the successful Contractor.

18. Systematic Alien Verification for Entitlements (SAVE) Program

Since a contract has been deemed a “public benefit,” the contractor or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program

requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The contractor must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

19. **Supplier Inclusion Program**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

20. **Delivery and F.O.B. Destination**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Henry County, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

21. **Discounts**

Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

22. **County's Tax Exemption**

Henry County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Henry County. Exemption certificates furnished upon request.

23. **Award of Contract**

- a. Henry County desires to complete the award process in a timely manner. Henry County reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Henry County may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible or highest scored proposer(s), if awarded. The proposal specifications and results will be available on the County's website: henrycounty-ga.com/purchasing.
- b. Henry County reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

Responsibility - The determination of the proposer's responsibility will be made by the County based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously

- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract.

Responsiveness - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. Henry County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Henry County unless the lowest, qualified bid is less than the Board of Commissioners' approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

24. Local Vendor Privilege

- a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
- (1) The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - (2) The business or supplier must have a current occupational tax certificate; and
 - (3) The business or supplier must have paid all real and personal taxes owed the county; and
 - (4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

25. County Direction of Project Site and Monitoring of Work

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Henry County. The Contractor shall provide and make available an appointee to Henry County for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the Henry County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to handle any problems during installation until project completion.
- b. The successful Proposer will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.

- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoice.
- d. No one except authorized employees of the Contractor is allowed on the premises of Henry County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- e. All information disclosed by Henry County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

26. Indemnification

- a. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Henry County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Henry County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

27. Controlling Law, Venue

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Henry Judicial Courts.

28. Contractor as Independent Contractor

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

29. Assignment

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Henry County.

30. Performance of Contract

- a. Henry County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

31. Default and Termination

a. Termination by Contractor

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

b. Termination by County

The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County's reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved proposal specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its proposal submission that the County's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

32. Invoices

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Henry County Board of Commissioners
Finance Department
P.O. Box 140 Henry Parkway
McDonough, GA 30253

The following information must appear on all invoices submitted:

- Name and address of successful proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Henry County's Purchase Order Number and Proposal Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

33. Payment

Payment shall be tendered to the successful Proposer upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

SECTION II - SPECIFICATIONS

A. DESCRIPTION

1. This project involves the collection of survey data, roadway design, right-of-way, drainage design and all other work necessary to produce a complete final set of plans suitable for use by a contractor for the construction of the intersection improvements for Mill Road at Mt. Carmel Road.
2. The design criteria for this project must meet a 45 mph speed limit for Mill Road at Mt. Carmel Road.
3. The consultant and sub-consultant shall be prequalified with the Georgia Department of Transportation.

B. PROJECTS LIMITS AND OVERVIEW

Mill Road at Mt. Carmel Road intersection improvements

C. GENERAL SCOPE OF SERVICES

1. All Engineering Consultants are advised that the intent of preparing plans for the intersection improvement is to provide information for construction and right-of-way acquisition. Engineering Consultant shall be pre-qualified by the Georgia Department of Transportation. The following requirements should be considered during proposal preparation:
 - a. Plans for the Mill Road at Mt. Carmel Road Intersection Improvement Project will be under one cover.
 - b. The work shall consist of database including mapping; hydraulic analysis for roadway structures; concept plans; utility plans; preliminary and final roadway plans, and right-of-way plans, including staking. The work shall consist of surveying, database preparation and design for intersection improvements.
 - c. Perform all work to obtain project limits, including but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with Henry County SPLOST Management.
 - d. The consultant shall secure all necessary permits including those required by the Georgia Department of Transportation and the U S Army Corps of Engineers. All environmental studies, documentation, investigations and any other efforts necessary to secure all necessary permits are part of the proposed work.
 - e. The consultant shall submit plans to the Henry County Environmental Compliance and Plan Review Department for approval. The design shall include MS4.
2. Henry County reserves the right to reject any or all proposals submitted, or, where it may serve the best interest of the County, to request additional information or clarification from a bidder or bidders. The County, in its sole discretion, also reserves the right to waive any technicalities relative to any or all proposals. At the County's discretion, presentations may be requested as part of the evaluation process.
3. There is no expressed or implied obligation from Henry County to reimburse any firm for any expense incurred in preparing or presenting a proposal in response to this RFP.

D. SCOPE OF CONSULTANT SERVICES

1. The services to be furnished by the consultant shall be those necessary to perform survey, database preparation, preliminary construction plans, preliminary and final utility plans, right-of-way plans,

staking of the required right of way, and final construction plans including signing, marking, erosion control, traffic handling, and construction sequence plans and specifications including special provisions for Project Number SP4222, Mill Road at Mt. Carmel Road Intersection Improvement project.

2. The work shall consist of complete hydraulic analysis for roadway structures.
3. All engineering activities shall be accomplished in accordance with GA DOT'S Plan Presentation Guide. The geometric details of each roadway shall be prepared to the latest edition of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", GA DOT'S Standard Specifications for the Construction of transportation Systems, Project Schedules, Henry County Design Standards Highway Capacity Manual, AASHTO 2004 Roadside Design Guide and the Manual on Uniform Traffic Control Devices (MUTCD 2009).
4. Any bridge shall be designed in accordance with the American Association of State Highway and Transportation Specifications for Highway Bridges, Sixteenth Edition, 1996 as amended.
5. The consultant shall provide a structure-type study and furnish a cost estimate for each alternate (design) for each bridge. The consultant will meet with the project manager to determine which alternate will be carried forward in preliminary and final phases.
6. All plans shall meet GDOT'S plan Presentation Guide.
7. Construction plans shall include all required construction quantities in accordance with the GDOT Standards and Specifications and itemized using the GDOT Pay Item Index.
8. Right-of-way plats shall show each affected property with owner's name, Parcel ID number, tax map identification number, and require rights-of-way area with legal description. All requirement easements (construction, driveway, permanent drainage and temporary) shall be shown. Plats shall be prepared for each individual parcel involving required right-of-way and/or required easements to construct the project as described in the GA DOT Plan Presentation Guide.
9. All drafting and design work performed on the project shall be done utilizing Microstation, CAiCEand/or InRoads software respectively, and shall be organized as per the GA DOT'S Guideline on Electronic File Management.
10. The required right-of-way width for the project shall be 80 feet unless otherwise needed.
11. No work shall be performed on any phase of design until the County's SPLOST Transportation Director has given a written notice to proceed.

E. SURVEY SPECIFICATIONS

1. The Consultant shall furnish the data base to obtain topographical mapping of the project and limits at a scale and accuracy acceptable to the County. The Survey Corridor, when completed, will be 200' wide and will include 500' along any intersecting roadway in each direction. The base mapping shall depict and/or establish the following:
 - a. Existing roadways, right-of-way, property lines, property owners, topographic features, driveways, utilities, drainage structures, drainage channels and/or information necessary to design, obtain right-of-way and easements, and construct the Project.
 - b. Obtain all plats, deeds, easements, agreements, etc. from Courthouse records and other County departments; files of all properties affected by the project. Compile a listing of property data consisting of all property owners' names, addresses, tax parcel numbers, land lot numbers,

district numbers, deed book number and page number, plat book number and page number, an existing lot area.

- c. Establish permanent control (minimum of two locations per roadway and no more than 1,000 feet apart) in areas outside of the anticipated construction limits in locations mutually agreed by the Consultant and the County to ensure project control re-establishment before, during, and after construction. Monuments must be of a permanent nature and have prior approval of the County. The permanent control shall also be given in Northerly and Easterly, State Plane coordinates for the Georgia West Zone 1002 specs, NAD 83/94 VD88, US Survey feet.
 - d. Location and depiction of all N.G.S. monuments, project monuments, traverse points, and benchmarks used or set by the Consultant.
 - e. Any Henry County GIS control point that is disturbed or relocated during the course of construction must be reset to the original specifications. The location shall be within 1,000 feet of the original point, on county property, provide GPS access, and meet the original survey specifications. If the point was “Blue-Booked”, then the new point shall be “Blue-Booked” on the same manner to the same order or better.
 - f. Any data developed in a database shall be in such format that is will be acceptable to ACCESS without loss or rearrangement of data.
 - g. **Right of Way Property Corners** will be staked permanently with rebar after construction has been completed.
2. Both horizontal and vertical control shall meet or exceed Third-order, Class I standards as specified in the publication entitled: “Standards and Specification for Geodetic Control Networks”, as published by the Federal Geodetic Control Committee.
 3. Photogrammetrically derived digital terrain data, if used, shall be field verified and the County shall be provided sufficient evidence of field verification.
 4. The Consultant shall, upon the County’s request, update the research on any parcels that have been subdivided or changed ownership after the initial search has been performed. A Georgia Registered Land Surveyor shall directly supervise the resolution of all existing right-of-way and property lines. The Consultant shall report discrepancies in descriptions and boundary evidence to the County and coordinate with the County if additional boundary information is needed such as back property corners, etc.
 5. Upon written Notice, the Consultant shall stake the existing right-of-way, the proposed right-of-way, and all required easements after the right-of-way plans have been approved. All stakes shall be inter-visible at no further than 50 foot intervals. All stakes will be labeled on the front as to type of right-of-way and or easement, the station number and offset on the back; ½ inches in diameter or greater 18 inches in length or longer rebar shall be placed at all intersections of required right-of-way and property lines. The Consultant shall be prepared to re-stake up to 30% of the rights-of-way and/or easements as directed by the County.

F. CONCEPTUAL DESIGN

1. The Consultant shall prepare design plans at 1:50 for approval by the County. After review by the County, the Consultant shall make any and all revisions to the concept and resubmit to the County for approval.
2. Concept plans shall include, but are not limited to, proposed layout, centerline alignment with radii shown, edges of pavement, proposed profile grade, property lines, property owners, existing and proposed rights-of-way, street names, major drainage structures, land lot lines, north arrow and legend. The Consultant shall prepare two (2) sets of plans for public information.

G. PRELIMINARY PLAN REQUIREMENTS

1. Once the Horizontal and vertical geometrics have been defined and approved by the County, the Consultant shall submit two (2) sets of blue-line reproductions that show proposed plan view, profiles, typical sections, cross sections, proposed right-of-way, proposed easements, and proposed drainage including computations, for County review.
2. The Consultant shall address any changes or comments as required by the County and incorporate them into the final plans.
3. Prints from these drawings will be forwarded by the County to utility companies for marking existing utility locations plan preparation.

H. FINAL CONSTRUCTION PLAN REQUIREMENTS

1. The Consultant shall prepare and submit to the County for approval, intersection construction plans based on the approved preliminary plan that will include the following:
 - a. Coversheet with project name, project number, county road number, county name, Board of Commissioners names, location map, revision block, block for date of plan completion, consultant name, address, and phone number.
 - b. Index
 - c. General Notes
 - d. Typical Section
 - e. Summary of Quantities (GDOT Format)
 - f. Detailed Estimate
 - g. Traffic Assignments
 - h. Plan and Profile of Mainline Sheets (1:50 scale)
 - i. Plan and Profile of Side Streets (1:50 scale)
 - j. Driveway Profiles
 - k. Drainage Profiles
 - l. Staging and Detour Plan
 - m. Utility Plans
 - n. Signing and Marking Plans and Details
 - o. Traffic Signal Plans and Details if required
 - p. Cross Sections – Earth work plotted at 50 foot interval scale
1"=10' vertical and horizontal
 - q. GDOT Standards
 - r. DGT Construction Details
2. Construction plans shall, at a minimum, include the following:
 - a. Survey Centerline
 - b. Construction Centerline (bearings, road name)
 - c. Begin / End Construction
 - d. Existing R/W
 - e. Required R/W with Station and offsets at the breaks
 - f. Construction Limits
 - g. Easements
 - h. Property Lines / Owner's Names
 - i. North Arrow / Graphic Scale
 - j. Stationing

- k. Existing Topography and planometrics in Plan view
- l. Existing Ground line or existing grade in profile
- m. Required grades in profile
- n. Begin and end for Guardrail and Anchors
- o. Ditches, Drainage Structures (size, state, skew, etc.) and flow lines
- p. Width of lanes
- q. Station and label S.E. Transitions
- r. Horizontal and Vertical curve data
- s. Any site specific information deemed necessary by the County

3. All plan sheets will have a revision block.

I. FINAL RIGHT-OF-WAY PLAT REQUIREMENTS

1. The Consultant shall, at a minimum, prepare and submit to the County for approval, right-of-way plats that will include the following:

- a. Survey Centerline (clearly labeled)
- b. Construction Centerline (clearly labeled with bearings, road name, etc.)
- c. Begin and End R/W Acquisition
- d. Existing R/W with Station and offsets at the breaks
- e. Required R/W with Station and offsets at the breaks
- f. Construction Limits
- g. Easements with Station and offsets at the breaks
- h. Property Lines
- i. Improvements clearly labeled (may require station and offset)
- j. Legend (line styles, hatch patterns, etc.)
- k. Parcel numbers
- l. Owner(s) Name(s) and information (PB & DB references)
- m. Required R/W area in square feet, and acres (each parcel)
- n. Easement area in square feet (each parcel including driveways)
- o. Easement areas hatched and labeled separately per each application (construction of slopes, maintenance of slopes, diversion channel, driveway-cross hatched)
- p. Existing and required right-of-way widths from construction centerline
- q. North Arrow / Graphic Scale
- r. Distance and bearings for required right-of-way widths from construction centerline
- s. North Arrow / Graphic Scale
- t. Distance and Bearings for required right-of-way area on each parcel (chord length and bearing, arc length, and radius) (can be in table format on separate sheet using point to point listing provided point numbers are shown on plan view)
- u. Stationing
- v. Horizontal and vertical curve data, or profile, where applicable
- w. Any site specific information deemed necessary by the County
- x. Each parcel will required five sign copies.

J. DRAINAGE DESIGN GUIDELINES

1. The following information is to be included on the drainage cross sections:

- a. Existing Structures:
 - 1) Station & offsets at each end
 - 2) Skew
 - 3) Size, length and type of structure.

- 4) Condition of structure
- 5) Inlet and outlet flowlines.
- 6) Type of end treatment.
- 7) Indicate whether existing structure is to be removed or retained and extended. (If structure is to be removed indicate method of payment for removal)

b. Proposed Structures:

- 1) Station
- 2) Skew
- 3) Size, length and type of structure
- 4) Flowline elevations at inlet, outlet and centerline.
- 5) Slope and direction of flow.
- 6) Drainage Area, Q50, Q100, HW 50, and HW 100.
- 7) Structure end Treatment.
- 8) Method of connection between proposed and existing structures.
- 9) Applicable standards, construction details and special designs.
- 10) Inlet elevations and height of structure for catch basins, drop inlets, junction boxes, etc.
- 11) Height of fill over structure.
- 12) Structure Nos. shall be shown on drainage cross sections, plan sheets and drainage summary sheets for cross reference.
- 13) Special foundation backfill material and imperfect trench backfill material.
- 14) All quantities to complete drainage and erosion control.

2. Additional Drainage Information:

- a. All other guidelines and computation sheets are in the “Manual on Drainage Design for Highways” published by the Georgia Department of Transportation.
- b. All drainage computations must be submitted with the preliminary plans.

K. SUBMITTALS

1. Final plans shall be prepared in conformity with the practices listed above. The Consultant shall submit up to five (5) complete sets of plans for and attend a final field plan review, which may include representatives of the County. Comments received from the County as a result of this final review will be incorporated into the design by the Consultant. The Consultant shall be prepared to submit up to five (5) additional complete sets of final plans for final acceptance by the County.
2. Upon final acceptance the Consultant shall submit four complete sets of blueines, and computer disks in an approved CADD format of the project to the County. Two copies of all computations performed by the Consultant relating to the project shall be neatly compiled, appropriately bound, and submitted to the County.
3. The Consultant shall take special note that due to right-of-way negotiations, there may be some revisions needed that do not affect the overall scope of the project and are relatively minor in nature. Examples of these changes are: addition or deletion of gravity walls, relocation of drainage, relocation of driveway tie-ins, revising construction limits or other revisions as necessary as part of the right-of-way negotiations as authorized by the County. The Consultant shall be prepared to perform these revisions at no extra cost to the County.

SECTION III - PROPOSAL FORMAT

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

A. TECHNICAL PROPOSAL

Section 1 – Executive Summary

- a. Provide a brief history of your firm and include any features or areas that differentiate your services from competitors.
- b. Submit brief overview of your firm's approach to the work, understanding of the project's goals and objectives and demonstrated understanding of any potential problems and concerns.

Section 2 - Company Profile and Qualifications

- a. Indicate the contractual entity to be held responsible for performance of all aspects of this contract. Provide the legal name of your company and if doing business under some name other than that by which the company is commonly recognized. If the company is owned or controlled by a parent organization, proposers are requested to provide the name of that organization, its address and the name and title of the person responsible for your business unit.
- b. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.
- c. Include a list of commitments of key team members and estimated completion dates by projects.
- d. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations

Section 3 – Experience

- a. List similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project.
- b. Include your firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 4 – References

- a. Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Provide a list of your customers that are government entities and the length of time they have used your services.

Section 5 - Approach

- a. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP.
- b. Include a project plan by tasks, which reflects an overall time schedule.

Section 6 - Documents and forms required by the County

Please provide all other documents and forms not included in the above sections.

SECTION IV – EVALUATION AND SELECTION CRITERIA

Henry County’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County’s staff.

The Proposer’s submittal must fully address the requirements listed in this solicitation and the Firm’s degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the County’s intention to select a firm which is the most qualified to meet the County’s needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
<p><u>Qualifications</u> List of key personnel including project manager along with resumes. Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in project. Describe availability of project manager and key personnel for this project</p> <p>Basis of Evaluation</p> <ul style="list-style-type: none"> • Quality and relevant experience to project and the County goals. • Does description include all categories and how personnel function within categories? • Are all potential categories included? 	35
<p><u>Experience</u> List of similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client’s project manager and phone number. Include a statement as to why it is considered a similar project.</p> <p>Basis of Evaluation</p> <ul style="list-style-type: none"> • Relationship of experience to this project as it relates to size, quality and relevance. • Experience following State regulations and requirements. • Information should be complete. • Information should be in a clear and concise manner. 	40
<p><u>Project Understanding</u> List key elements of project and how each will be addressed. Show project schedule and personnel needed to implement each phase.</p> <p>Basis of Evaluation</p> <ul style="list-style-type: none"> • Is the project discussion and schedule reasonable? • Are personnel listed adequate to implement the schedule? • Discussed method and timing of implementing project. 	25
MAXIMUM SCORING POINTS TOTAL	100
<p>Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee made up of County employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.</p>	15 (possible additional points if an oral presentation is requested)

The Scoring Formula for the above Scoring Value Maximum Points is as follows:

Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24
<p>Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on Experience and multiply .60 x 40 (maximum scoring points), this would equal to 24 points.</p>	

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- a. No single response addresses all the specifications.
- b. The cost submitted by all proposers is too high.
- c. The scores of two (2) or more proposers are very close after the evaluation process.
- d. All proposers submitted responses that are deficient in one or more area.

Henry County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

Henry County Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number	
1. This Contract is entered into between Henry County and the Contractor named below:			
Henry County		(hereafter called County)	
Contractor's Name		(hereafter called Contractor)	
2. Contract to Begin:	Date of Completion:	Renewals:	
3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a Percentage Of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:			
1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)			
2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response			
3: Fee/Cost Submitted by Contractor			
4: All Other Documentation Required in Solicitation			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
5.			
Contractor			
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		Federal Identification No.	
By (Authorized Signature)		Date Signed	
Printed Name and Title of Person Signing			
Address			
Telephone Number		E-mail Address	
6.			
Henry County			
Chair or Designee			
By (Authorized Signature)		Date Signed	
Printed Name and Title of Person Signing			
Address 140 Henry Parkway, McDonough, Georgia 30253			

BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA
COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____ 20____

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Print Name: _____

Title: _____

Firm Address: _____

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
HENRY COUNTY

By executing this affidavit under oath, as an applicant for a Henry County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Henry County:

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As a representative of: _____
(Name of the business, corporation, partnership, or other private entity)

- 1) _____ I am a United States citizen
OR
2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This ____ day of _____, 20____.

Signature of Applicant: _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

Notary Public
My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:
Alien Registration number for non-citizens: * _____

SUPPLIER INCLUSION PROGRAM

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these type of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

Local Vendor

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation and shall consist of five (5) minority groups:

- Asian American
- Native American
- African American
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

RFP # 19-19
Design Services for the Mill Road at Mt. Carmel Road Intersection Improvements
Opening: 3:00 PM, December 13, 2018

CHECKLIST FOR RFP DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Any Required Documents cited in RFP Specifications	<input type="checkbox"/>
W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document)	<input type="checkbox"/>
Addendum Cover Sheet(s) (If applicable.)	<input type="checkbox"/>
Bid Authorization Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
SAVE Affidavit	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated
Addendum No.	_____	_____
		Dated

This affirms that all documents are included with the proposer's RFP package.

 Company's Name

 Date

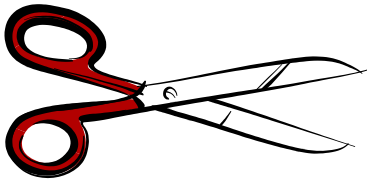
 Authorized Representative's Name
 (Print or Type)

 Authorized Representative's Signature

SECTION VI – REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



REQUEST FOR PROPOSAL ENCLOSED

RFP # 19-19

Design Services for the Mill Road at Mt. Carmel Road Intersection Improvements

Due 3:00 PM/December 13, 2018

Vendor Name

Address

City, State, Zip Code

DELIVER TO: **Henry County Purchasing Department**
 140 Henry Parkway
 McDonough, GA 30253